

## **Keysight HD3 Official Sweepstakes Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN THIS PROGRAM. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING, VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **Sponsor**. This promotion is sponsored by Keysight Technologies, Inc. and subsidiaries, 1400 Fountaingrove Parkway, Santa Rosa, CA USA 95403 ("Keysight").
- Promotion Period. This promotion begins on September 17, 2024 at 12:00 Noon PST and ends on October 18, 2024 at 12:00 Noon Pacific Time ("Promotion Period"), before which all entries must be received.
- 3. Promotion Description/Eligibility. No purchase necessary. This promotion is limited to specific countries and is only open to entrants aged 18 years or older (if in the United States: 19 years for Alabama and 21 years for Mississippi) at the time of submission who are legal residents of, and physically located within Austria, Canada (excluding the Province of Quebec), Chile, Czech Republic, Finland, France, Germany, India, Ireland, Japan, Republic of Korea, Netherlands, Puerto Rico, South Africa, Switzerland, Taiwan, China, United Kingdom, United States, and Venezuela. Government agencies and institutions (including public universities), and their employees, are not eligible to participate or receive prizes, nor are individuals or entities listed on the "Entity List" or "Denied Persons List" and all lists designated and maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury, the U.S. State Department Non-proliferation Sanctions, or Debarred List or any other applicable prohibited party list of the U.S. government and international denial and parties of concern lists. Employees of Keysight Technologies, Inc., its affiliates, subsidiaries, and Keysight business partners including sales, rental and solution partners, and agents, and immediate family members of each, are not eligible. This promotion is void where prohibited by law.
- 4. How to Enter. Visit <a href="https://connectlp.keysight.com/HD3">https://connectlp.keysight.com/HD3</a> during the Promotion Period and follow the instructions to complete and submit the entry form. All entries become the property of Keysight and will not be acknowledged or returned. Limit one entry per person. Entrants must register and attend the virtual event to be entered in the sweepstakes. Alternatively, you may enter the Sweepstakes by hand-printing the words Keysight HD3 Official Sweepstakes, your name, age, address, city, state, zip code, telephone number, and e-mail address (if applicable) on a 3" x 5" card and mailing it in an envelope to: Keysight Technologies, Inc., 1400 Fountaingrove Parkway, Santa Rosa, CA 95403, Attn: Michelle Tate. Keysight, in its sole, reasonable discretion, reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of this promotion.
- 5. <u>Data Privacy</u>. By participating in this promotion, you are providing Keysight with your personal data. For more information on how we use your personal data, and the choices you have, please review Keysight's Privacy Statement which can be found at <a href="https://www.Keysight.com/go/privacy">www.Keysight.com/go/privacy</a>.
- 6. **Prize Description**. There will be 178 prize winners. The prize is:
  - One HD3 assembly kit, per winner; \$25.00 US List Price

    The total approximate retail value of all prizes is \$4,450 US. Keysight reserves the right to substitute a prize of equal or greater value in the event that the stated prize becomes unavailable.



- 7. <u>Taxes</u>. All federal, state and/or local income and other taxes and duties, if any, are the winner's sole responsibility.
- 8. Odds of Winning. The odds of winning this promotion depend on the number of eligible entries received.
- 9. <u>Winner Selection</u>. A random drawing will be conducted by Keysight no later than October 31, 2024 at Keysight Technologies, Inc., 1400 Fountaingrove Parkway, Santa Rosa, CA 95403, USA to select 178 potential winners from among all eligible entries received during the Promotion Period.
  - 75 winners will be selected from the live attendees of the Americas / Europe virtual event
  - 60 winners will be selected from the on-demand attendees of the Americas / Europe virtual event
  - 10 winners will be selected from the live attendees of the Asia Pacific virtual event
  - 30 winners will be selected from the live attendees of the China virtual event
  - 3 winners will be selected from the live attendees of the Taiwan virtual event
- 10. Winner Notification. Any potential winner will be notified by mail, email and/or telephone. If a potential winner cannot be contacted, does not respond within fourteen days from the date that Keysight first tries to notify him/her, and/or the prize or prize notification is returned as undeliverable and/or the potential winner declines the prize, such potential winner forfeits all rights to win the promotion or receive the prize, and an alternate potential winner will be selected. Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the promotion, including without limitation, where permitted by law, the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared a "winner" of the promotion. In accordance with local laws, if the selected entrant is a Canadian or South African resident, that entrant will be required to answer a mathematical skill-testing question(s), without assistance of any kind (whether mechanical or otherwise), within the time frame provided above. Keysight assumes no responsibility for lost, late, or misdirected communications or any computer, online, telephone, or technical malfunctions that may occur. No substitution, transfer, or assignment of the prize is permitted, except that Keysight reserves the right to substitute a prize of equivalent value in the event the offered prize is unavailable. Prize is not redeemable for cash.
- 11. General Conditions. Entrants agree to abide by the terms of these official rules and by the decisions of Keysight, which are final and binding on all matters pertaining to this promotion. This promotion is governed by the laws of the State of California and the United States. All federal, state, and local laws and regulations apply. As a condition of entering this program, each entrant agrees that (a) under no circumstances will the entrant be entitled or permitted to obtain awards for, and the entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocked expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party, and (b) any and all disputes, claims and causes of action arising out of or connected with the program or any prize awarded shall be resolved individually, without resort to any form of class action. Keysight takes no position on whether the selected entrant's acceptance of the prize is in compliance with entrant's employer's policies or other guidelines, rules, laws, or regulations to which the selected entrant may be subject. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO KEYSIGHT OR THE PROGRAM OR UNDERMINE THE LIGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, KEYSIGHT RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.



Winner may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release, and an IRS W-9 or W-8 form (i.e. Request for Taxpayer Identification Number and Certification) within 10 days of receipt of such documentation from Keysight. Failure to return all required documents in this time period may result in the potential winner being disqualified and an alternate winner selected.

Keysight reserves the right to modify, suspend or terminate the program in the event that it becomes necessary due to circumstances beyond Keysight's control. In the event the program is terminated early, winners will be selected from all eligible entries received at the time of termination.

- 12. <u>Limitation of Liability</u>. By entering, winners and entrants (and the parent or legal guardian thereof if a winner or entrant is deemed a minor in his/her state of residence) release, hold harmless, and indemnify Keysight and its respective parents, subsidiaries, affiliates, directors, officers, employees, and agents (collectively ("Released Parties") from and against any claims made by winners and entrants or any other third parties related in any way to the operation of this program, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this program or any related activity. Winners and entrants (and the parent or legal guardian thereof if the winner or entrant is deemed a minor in his/her state of residence) assumes all liability for any injury or damage caused or claimed to be caused by, participation in this program or acceptance, use or redemption of any prize.
- 13. <u>Unseen Circumstances</u>. If for any reason the Internet portion of the promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, printing and typographical errors, or any other causes beyond the control of Keysight or its third-party providers that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this contest, Keysight reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the promotion, or to disqualify any individual who tampers with the entry process. Keysight assumes no responsibility for any error, omission, interruption, deletion, defect, printing and typographical errors, delay in operation or transmission, communications-line failure, theft, or destruction or unauthorized access to, or alteration of, entries. Keysight is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or for failure of any mail (including FedEx, etc.) and e-mail or entry to be received by Keysight on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this promotion.
- 14. <u>Submitted Content and Release</u>. Keysight does not guarantee any confidentiality with respect to any Content entrants submit through this promotion. "Content" includes the text, graphics, photos, sounds, music, videos, audiovisual combinations, and other materials entrants submit to Keysight through this promotion. The entrants submitting each entry affirm, represent, and warrant that they own all rights in the entry and its Content and hereby grant Keysight and it corporate affiliates a perpetual, world-wide, royalty-free, transferrable, sublicensable license to the Content under any intellectual property rights protecting the Content, including patents and copyrights. The license includes the right to copy, distribute, make derivative works, publicly display, make, have made, sell, offer for sale, import, and practice methods. Entrants shall be solely responsible for the Content and the consequences of submitting the Content to Keysight through this promotion, including that which may result from later publication of the Content by Keysight. Entrants further agree that Content submitted to Keysight does not contain any third



party owned Content, including copyrighted material, or material that is subject to other third-party proprietary rights.

By entering, entrant agrees, except where prohibited by law, to Keysight's use of their name, pictures/portraits, likeness and/or voices in any advertising and publicity Keysight, and its successors, assigns and licensees may conduct relating to the program in any media or format, whether now known or hereafter developed, including but not limited to the internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Keysight from any liability with respect thereto. To the extent such information qualifies as personal data, it will be processed as set forth in Keysight's Privacy Statement which can be found at <a href="https://www.Keysight.com/go/privacy">www.Keysight.com/go/privacy</a>, except that Keysight may disclose personal data publicly for the purposes of publicity associated with this promotion.

 Winners List; Official Rules. For a list of winners or a copy of these official rules, send a self-addressed stamped envelope to Keysight Technologies, Inc., 1400 Fountaingrove Parkway, Santa Rosa, CA 95403, Attn: Michelle Tate. Requests received after March 31, 2025 will not be fulfilled.

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